

**BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION AND
DISCIPLINARY COMMISSION**

In the Matter of:)
THOMAS GORDON MAAG) **No. 2023PR00054**
Attorney Respondent)
No. 6272640)

ANSWER TO COMPLAINT

Comes now Respondent, and for his Answer to the Complaint, states as follows:

1. At all times related to this complaint, Respondent was a partner at Maag Law Firm in Wood River with his brother. Respondent practiced primarily personal injury law.

RESPONSE.

Admit in part and deny in part. Admit that Respondent is a member of the Maag Law Firm, LLC, an Illinois Limited Liability Company. Under Illinois law, LLCs have “members”, not “partners”. Admit that Respondent’s brother is also a “member” of said LLC. Admit that Respondent practices personal injury law. Denied that, at present the practice is primarily devoted to personal injury, but also includes substantial civil rights practice. To the extent not admitted, denied.

2. On September 20, 2019, Michael Ambrose (“Michael”) and Laura Ambrose (“Laura”) met with Respondent regarding potential representation in three legal matters: a civil lawsuit related to a cracked hot tub that caused damage, a civil lawsuit related to the purchase of a diamond ring, and a civil lawsuit related to a breach of fiduciary duty by a financial services company.

FILED
9/22/2023 3:37 PM
ARDC Clerk

RESPONSE

Admit that in September, 2019, Michael Ambrose contacted Respondent, who was advised at that time that Respondent would not be able to work on Respondent's file until sometime in 2020. Respondent does not believe that he met with or spoke with Laura Ambrose. Admit that the subject of the matter is as is stated. Otherwise, denied.

3. Respondent, Michael and Laura agreed that Respondent would represent Michael and Laura in the three legal matters in exchange for a security retainer of \$1545 for potential filing fees and 33% of any recovery in the cases.

RESPONSE

Admit that Michael Ambrose agreed to hire the Maag Law Firm, LLC, to represent him in the three legal matters, that a retainer was provided in the amount of \$1,545, which was determined based on approximate likely filing and service costs, and the fee agree to was 33% of any potential recovery in said cases. To the extent not admitted, denied.

4. On September 21, 2019, Michael paid Respondent \$1,545 via credit card. Respondent deposited the funds into his client trust account.

RESPONSE

Admit that the Maag Law Firm, LLC was so paid and said funds placed in the Maag Law Firm, LLC client trust account. Denied that Respondent was personally so paid.

5. At no time between September 21, 2019, and April 11, 2022, did Respondent file any lawsuits on behalf of Michael and Laura.

RESPONSE

Admit.

6. Between September 21, 2019, and April 11, 2022, Michael made periodic requests for information, via email, about the status of the three matters. Respondent did not respond the

Michael's emails.

RESPONSE

Admit that periodic e-mails were sent by Michael Ambrose. Deny that Respondent did not communicate with Michael Ambrose during this general time period. Affirmatively stated on that 4-28-2022, at about 10:16 AM, a telephone conversation was had between Respondent and Michael Ambrose, which was memorialized in a memo to file made that same date and general time. To the extent not admitted, denied.

7. On April 12, 2022, Michael left a message with a member of Respondent's office support staff and requested the complete file for each of the three legal matters Respondent had agreed to handle for Michael and Laura.

RESPONSE

That Respondent has no knowledge of any such communication or message, and assuming such message was left, and if he was aware of same, he would have sent Mr. Ambrose his file at that time. As such, Denied.

8. Respondent did not respond to Michael's April 12, 2022 request described in paragraph seven, above, nor did he provide any documents to Michael or Laura.

RESPONSE

As stated is response to paragraph #7, if such a request was made, Respondent was not aware of it. Affirmatively stated that Respondent spoke to Michael Ambrose on the phone on 4-28-2022, at about 10:16 AM, and memorialized said communication is a memo made that same date and general time. The memo does not indicate that any request for the file was made or discussed on 4-28-2022. If Respondent had been aware that Mr. Ambrose was requesting his file, he would have happily sent said file at that time. As such, denied.

9. On April 18, 2022, Michael sent an email to Respondent's email address,

tmaag@maaglaw.com, and requested the complete file for each of the three legal matters Respondent had agreed to handle for Michael and Laura.

RESPONSE

As to Laura, Denied. As to Michael, Admitted. Affirmatively stating, while said e-mail does exist, Respondent was not aware of it at the time due to personal matters occurring at the time.

10. Respondent did not respond to Michael's April 18, 2022 request described in paragraph nine, above, nor did he provide any documents to Michael or Laura.

RESPONSE

Admit. Affirmatively stating, while said e-mail does exist, Respondent was not aware of it at the time due to personal matters occurring at the time. If Respondent had been aware that Mr. Ambrose was requesting his file, he would have sent said file at that time.

11. On April 28, 2022, Michael sent a certified letter to Respondent and requested that Respondent provide him the complete file for each of the three legal matters Respondent had agreed to handle by May 11, 2022.

RESPONSE

Admit that Respondent has been shown a document by counsel for the Administrator that is represented to be such. Said green certified mail card does not appear to have either Respondent's signature, or the signature of anyone he recognizes. Thus Denied.

12. Respondent did not respond to Michael's April 28, 2022 request described in paragraph 11, above, nor did he provide any documents to Michael or Laura.

RESPONSE

Admit that Respondent did not respond to any alleged April 28, 2022 request, as he was unaware of same.

13. On December 8, 2022, Michael sent a second certified letter to Respondent and

requested that Respondent prepare for pick up the complete file for each of the three legal matters Respondent had agreed to handle. Michael stated that he would pick up the files at Respondent's office on December 19, 2022.

RESPONSE

Admit that in December, 2022, such a letter was sent to Respondent, which was received a few days prior to December 19, 2022, and requesting said file on December 19, 2022. Respondent did not understand the letter to suggest that Mr. Ambrose would personally appear on said date, merely that Mr. Ambrose wanted the file, which Respondent intended to send him. To the extent not admitted, denied.

14. Respondent did not respond to Michael's December 8, 2022 letter described in paragraph 13, above, nor did he provide any documents to Michael or Laura.

RESPONSE

Admit in part and deny in part.

Admit that on or before December 19, 2022, no such response was made and no documents were so provided.

Affirmatively state that Mr. Ambrose appeared at Respondent's office on December 19, 2022.

Affirmatively stated that a conversation between Respondent and Mr. Ambrose took place on December 19, 2022, in person.

Affirmatively state that Mr. Ambrose was advised that he could come back the next day, December 20, 2022, at about 2:30 PM, and pick up his files, and that under the ethical rules Respondent had 10 to 14 days, usually, to produce a file and it has not been that long since receiving the request for same.

Affirmatively state Mr. Ambrose initially advised he could not come back on 12-20-22, at 2:30, but then advised his wife would come and pick up the file if that was OK. Respondent stated it was acceptable if Respondent had Mr. Ambrose's permission to give the file to Mrs. Ambrose, which was given.

Mrs. Ambrose did not come to the office on December 20, 2022, or at any other time.

Mr. Ambrose arrived at the office at about 1:45 PM, on December 20, 2022, which was about 45 minutes prior to the appointment, and was advised that Respondent was not present, but Respondent should return shortly, and that Mr. Ambrose should come back in about 30 minutes to meet with Respondent. Mr. Ambrose did not come back about 30 minutes later, or at any other time. That on December 20, 2022, Respondent drafted a letter to Mr. Ambrose, dated December, 20, 2022, which was scanned into PDF format at about 4:20 PM on December 20, 2022. A manila envelope was addressed to Mr. Ambrose, a copy of which was scanned into PDF format at about 4:37 PM, on December 20, 2022. Said file and cover letter was placed into said manila envelope, and at about 4:51 PM, on December 20, 2022, said envelope, with said cover letter and file, was placed in the U.S. Mail, at the Post Office in Wood River, Illinois, with postage affixed. Thereafter, after going to dinner, respondent, on 12-20-2022, returned to his office, and saved the word version of the letter previously mailed at about 4:51, in word format, at about 7:38 PM, on 12-20-2022.

Said envelope was not returned to the Maag Law Firm,, LLC, and is and was believed to have been delivered to Mr. Ambrose by the U.S. Postal Service. To the best of Respondent's knowledge, the Ambroses never contacted Respondent again.

Otherwise, denied.

16. By reason of the conduct described above, Respondent has engaged in the following misconduct:

RESPONSE

Respondent restates his prior responses as stated above, and denies he engaged in misconduct.

- a. Failing to act with reasonable diligence and promptness in representing a client, in violation of Rule 1.3 of the Illinois Rules of Professional Conduct (2010), by conduct including Respondent's failure to filing any lawsuits on behalf of Michael Ambrose and Laura Ambrose;

RESPONSE

Denied. Affirmatively stating, Respondent contacted the hot tub company, and in response thereto, it was and is his understanding that the hot tub had been repaired, and thus there was no potentially meritorious lawsuit that could be so filed, and in a conversation with Mr. Ambrose, the fact of the repair was confirmed and it was Respondent's understanding that Mr. Ambrose was happy with the repair.

As to the jewelry store, it went out of business in 2020, and there was no known entity to file suit against. This was also previously confirmed with Mr. Ambrose.

As to the financial case, Mr. Ambrose did not initially provide the relevant documents from which a lawsuit could be filed, including in 2020 and 2021, and on more than one phone call, Mr. Ambrose apologized for not providing same.

b. failing to keep the client reasonably informed about the status of the matter, in violation of Rule 1.4(a)(3) of the Illinois Rules of Professional Conduct (2010), by conduct including Respondent's failure to respond to Michael's repeated requests for information regarding his matters and repeated requests for the client files, as well as Respondent's failure to communicate the status of the matters;

Denied.

c. failing to comply with reasonable requests for information, in violation of Rule 1.4(a)(4) of the Illinois Rules of Professional Conduct (2010), by conduct including Respondent's failure to respond to Michael's repeated requests for information regarding the status of his matter and repeated requests for the client files; and

Denied.

d. failing to take steps to the extent reasonably practicable to protect the client's interests, such as surrendering papers and property to which the client is entitled, in violation of Rule 1.16(d) of the Illinois Rules of Professional Conduct (2010), by conduct including failing to surrender the client files to Michael

Denied.

17. The Administrator incorporates and realleges paragraphs one through 15, above.

RESPONSE

Respondent incorporates his prior responses

18. On December 28, 2022, the Administrator docketed a confidential inquiry into Respondent's conduct after receiving a request for investigation from Michael and Laura. The request for investigation stated that Respondent had not filed any lawsuits on their behalf, that Respondent failed to communicate with them, and that Respondent failed to provide their client files to them. The Administrator sent a letter to Respondent requesting that he respond to the allegations within 14 days.

RESPONSE

Admit.

19. On January 14, 2023, Michael and Laura found a manila envelope in their home mailbox with a letter from Respondent, dated December 20, 2022, that stated Respondent had enclosed a compact disc with Michael and Laura's client files saved on it and that he did not retain any copies of the files. The envelope, torn along one end and lacking a compact disc, was enclosed in a clear plastic U.S. Postal Service mail bag.

RESPONSE

Admit in part and deny in part.

Respondent ADMITS that on December 20, 2022, he mailed a manila envelope to what he believed to be the home of Michael Ambrose, that included a letter dated December 20, 2022, along with a CD and the relevant client files. The letter speaks for itself, but stated not that no copies of the files were being retained, but rather no copies of the documents which were not saved on the CD were being retained.

Respondent presumes that this was delivered by the U.S. Postal service, but has no personal knowledge, other than from reading the Complaint, that this was delivered on January 14, 2023, or any other particular date.

Respondent has no knowledge of how often the Ambroses check their mail, and cannot say that said manila envelope was not delivered before January 14, 2023.

Respondent has been advised that the envelope was damaged, and apparently missing much of its contents, and that said was enclosed in a U.S. Postal Service mail bag. To the extent not admitted, denied.

20. Prior to January 14, 2023, when Michael and Laura found the manila envelope in their mailbox, Respondent fabricated and backdated the letter described in paragraph 19, above, and he caused it to be placed in Michael and Laura's home mailbox in a clear U.S. Postal Service mail bag.

RESPONSE

Respondent cannot admit or deny when said envelope was "found" or delivered, as he was not present for either event. Affirmatively states that for the entirety of January 14, 2023, and for some time prior, and some time after, Respondent was not physically located anywhere within the State of Illinois, and in fact, was located more than 200 miles from the State of Illinois, in or near Jasper County, Missouri.

Respondent admits writing the December 20, 2022, letter, on December 20, 2022, and mailing same at about 4:51 PM, on December 20, 2022, and DENIES "backdating" same. Respondent admits that he caused it to be placed in the relevant home mailbox, by mailing it with the Ambroses's home address listed, placing postage stamps on it, and depositing it into the U.S. Mail in Wood River, Illinois, on 12-20-2022, at about 4:51 PM. Respondent denies either

personally placing said envelope at the Ambroses' home, or doing so through any means other than as mailed via the U.S. Postal Service, on 12-20-2022, and DENIES using any plastic bag of any description.

Respondent Admits that, from the photograph provided that the clear plastic bag appears to be a U.S. Postal Service damaged mail bag, that upon investigation is referred to in the Post Office colloquially as a "body bag" and of which is not offered for sale or trade.

To the extent not admitted, denied.

21. On January 17, 2023, Respondent provided a written response to the ARDC in which he stated that he mailed Michael's file to him on December 20, 2022.

RESPONSE

Admit

22. Respondent's statement in paragraph 21, above, that he mailed Michael's client file to him on December 20, 2022 was false, because Respondent did not mail Michael's file to him at any time.

RESPONSE

DENIED. Affirmatively stating, said file, along with the cover letter, was mailed, at about 4:51 PM, on December 20, 2022, at the Wood River, IL post office, on Ferguson Avenue, in Wood River.

23. Respondent knew at the time that he provided the January 17, 2023 response described in paragraph 21, above, that the response was false, because he fabricated and backdated the letter Michael and Laura found in their home mailbox.

RESPONSE.

DENIED

Affirmatively stating that the letter was not backdated, and was in fact actually drafted, on December 20, 2022, and at about 4:20 PM, printed onto letterhead and scanned into PDF format, and actually mailed at about 4:51 PM on December 20, 2022.

24. By reason of the conduct described above, Respondent has engaged in the following misconduct:

DENIED

a. knowingly making a false statement of material fact in connection with a disciplinary matter in violation of Rule 8.1(a) of the Illinois Rules of Professional Conduct (2010), by conduct including falsely stating in a letter to the Administrator that he mailed Michael the three client files on December 20, 2022; and

DENIED

b. engaging in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010), by conduct including knowingly fabricating and backdating a letter to Michael Ambrose which falsely represented that he sent Michael Ambrose his entire client files and by fabricating packaging to make the letter as if it was delivered by the U.S. Postal Service.

DENIED

25. The Administrator incorporates and realleges paragraphs 17 through 23, above.

RESPONSE

Respondent incorporates his prior responses.

26. On March 27, 2023, the Administrator served a subpoena to Respondent at his registered email address, tmaag@maaglaw.com, requiring his appearance at an in-person sworn statement in the Springfield office of the ARDC on April 6, 2023. The subpoena included a rider requesting production of Michael and Laura's entire client files on or prior to April 5, 2023.

Respondent provided some information, which the Administrator provided to him in order for him to respond to Michael's request for investigation, but he did not provide the entire client files.

RESPONSE

Admit in part and denied in part. Admit that a subpoena was so served. Admit that same included a rider for documents. Admit that Respondent provided information. Admit that some of the documents provided in response were received from the Administrator. However, it is denied that Respondent did not provide all documents that he was aware of that were in his possession at that time, as the actual client file had been mailed to the client on December 20, 2022. To the extent not admitted, denied.

27. On May 12, 2023, the Administrator served a subpoena to Respondent at his registered email address, tmaag@maaglaw.com, requiring production of all computers which Respondent used to do work for Michael and Laura, for the limited purpose of determine whether respondent engaged in any work on Michael and Laura's three matters and whether Respondent backdated ,

RESPONSE

Admit that a subpoena was so served, and admit that said subpoena purported to require production of computer equipment. DENY that the subpoena was in any way, shape or form limited to only seeking work or documents related only to the Ambroses, and affirmatively stated that the subpoena, on its face, purported to require the production of nearly every open case file this firm is presently handling, and a great many closed ones, each and every one of which contained at least one, and most of which contained numerous documents from and relating to numerous persons that were and remain confidential and/or privileged under federal and state law, including but not limited to:

1. Illinois Supreme Court Rule 1.6, which states, “A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is permitted by paragraph (b) or required by paragraph (c).” The only obvious exception under Rule 1.6, is subsection (b)(6), which is to comply with a court order. No court order has been provided to Respondent, and it appears none has been sought, despite Respondent’s stated willingness to comply with such a court order if same were obtained, and
2. Attorney Client Privilege, and
3. Attorney Work Product Privilege, and
4. Medical Privacy under Article I, Section 6 and Article I, Section 12 of the Illinois Constitution, as explained by *Best v. Taylor Mach. Works*, 689 NE 2d 1057, 1100 - Ill: Supreme Court 1997, and
5. Illinois AIDS Confidentiality Act, 410 ILCS 305/9) (from Ch. 111 1/2, par. 7309), Sec. 9.
(1) No person may disclose or be compelled to disclose HIV-related information, and
6. Illinois "Mental Health and Developmental Disabilities Confidentiality Act". 740 ILCS 110/5(d) No person or agency to whom any information is disclosed under this Section may redisclose such information unless the person who consented to the disclosure specifically consents to such redisclosure.” And
7. Client political activity, as protected by the First Amendment, as explained by *NAACP v. Alabama*, 357 U.S. 449 (1958), and
8. Client confidential records, which are protected by the 4th and 14th Amendments, and of which no obvious exception applies, and

9. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3846317/> (explaining that HIPAA and 42 C.F.R. §§ 2.1 et seq. require that information about addiction be kept confidential) (last visited Jan. 6, 2023).

As noted in ISBA Professional Conduct Advisory Opinion 21-02, from March 2021, “Even after the lawyer receives a subpoena, the lawyer should not automatically comply. ... the lawyer should object to the subpoena and only provide the documents after the court enters an order to comply with the subpoena. ABA Formal Opinion 473 at pp. 6-7”

See also ABA Formal Opinion 473, “the lawyer ‘should assert on behalf of the client all non-frivolous claims that ... the information sought is protected against disclosure by the attorney client privilege or other applicable law. The lawyer has this obligation to assert all reasonable objections and claims when the lawyer receives the initial demand. ... If the lawyer is ordered to produce the documents and records, paragraph (b)(6) permits the lawyer to comply with the court order, as discussed below.”

See also Ethics Opinion RI-106, “Upon receipt of a subpoena for information about a client, a lawyer should appear and assert the lawyer-client privilege and await a ruling from the judge as to whether to disclose.... The lawyer-client privilege is held by the client and cannot be waived by the lawyer.”

As set forth in the ethical opinions, which appear to be uniform in their consensus, Respondent made a valid objection.

No order to comply with the subpoena was ever entered, or for that matter, to the knowledge of Respondent, even sought.

It is denied that the subpoena indicated any limited purpose, or indicated any protection for the files would be offered. The subpoena was literally the equivalent of demanding that Respondent put every paper file he had in a box and turn it over the Rachel Miller to sort through at will.

Further answering, per oral communications with Rachel C. Miller, Respondent was advised by same that said computer records would be copied, and retained, and that if subpoenaed by a third party, would be produced without notice to Respondent or his clients.

It is the highest ethical duty of a lawyer to keep his client confidences, even it would be convenient or helpful to the attorney to disclose those confidences. It is, in fact, it is a violation of Rule 8.4(a)(2) for any attorney to try to induce Respondent to violate Rule 1.6, or any other rule.

To the extent not admitted, denied.

28. As of the date of filing of this complaint, Respondent refused to produce the computer equipment.

RESPONSE:

Admit in part and deny in part.

Admit that Respondent, after receiving said subpoena, actually did respond to the subpoena in writing, twice, and provided on a computer jump drive, relevant document files related to the Ambroses, from which it could be determined, if someone were to actually look at them, that same were written on the date on the face of said documents. On information and belief, no such examination of the provided computer files was undertaken.

In the original letter, Respondent advised Rachael Miller that he would appear for the deposition, in question, but that he believed it would be illegal and unethical for him to actually

produce his computer equipment, unfettered, for various reasons, including but not limited to the attorney client privilege, which, as is well known, requires an attorney to keep communications between that attorney and the client confidential, and the choice to waive said privilege is neither that of the attorney, nor the ARDC, but rather, the client. Respondent did, however, offer to produce same to a special master, in order to protect client confidences and to allow access to what might be legitimately relevant and producible. A special master appears to be the industry standard in resolving these kinds of disputes. Respondent would agree to have any retired judge from the area of his practice as a special master, and would consider other persons.

Rachel Miller advised that she was cancelling the deposition, and that it was not acceptable to only produce the relevant computer files on a jump drive, nor would a special master be acceptable, and that she was under instructions to simply charge respondent if he did not turn over his office computer equipment for inspection and copying, with a copy of same retained by the person doing the inspection. The implication was no charges would be made if the computer equipment were turned over, which of course, as described to Respondent, would involve unrestricted copying, retention and inspection of files, regardless of privilege or confidentiality.

Respondent admits that, after reviewing the relevant ethical texts and opinions, of which copies of some of which was provided to Rachel Miller, that in addition to offering to actually produce the equipment, with files, to a special master, that he would actually produce same (1) upon consent of each potentially affected client, after due notice to said clients, and/or (2) upon entry of a facially valid court order. This, again, was not acceptable to Rachel Miller, or whoever was directing her actions, whom, she claimed, via telephone, to have directed her to file these charges if the computer equipment was simply not turned over.

This left Respondent with the choice of violating his client confidences, which itself is an ethical violation, which would betray his oath as an attorney, and would potentially lead to civil liability to his clients for said breach, or, to stand on the objection, risking a charge of this kind, despite Rule 1.6, and related rules and laws, but at least honoring his oath as an attorney and not subjecting himself to potential liability for breaching client confidences.

Given the two undesirable options, Respondent chose to honor his oath and comply with the ethical rules as he understands them.

Respondent remains ready, willing and able to produce the computer equipment to (1) a special master, or (2) upon being ordered to do so, by a Court of competent jurisdiction.

To the extent not admitted, denied.

29. By reason of the conduct described above, Respondent has engaged in the following misconduct:

RESPONSE

DENIED.

- a: Knowingly failing to respond to a lawful demand for information from a disciplinary authority, in violation of Rule 8.1(b) of the Illinois Rules of Professional Conduct (2010), by conduct including failure to provide the computer equipment described in the May 12, 2023, subpoena, paragraph 25 above.

RESPONSE

Respondent DENIES that the actual rule has been correctly cited to. The actual rule says,

“knowingly fail to respond to a lawful demand for information from an

admissions or disciplinary authority, except that this Rule does not require disclosure of

information otherwise protected by these Rules or by law.”

The failure to include the last portion of the rule is misleading and misstates the rule substantively. Under the properly cited rule, as actually written, the charging authority has an affirmative obligation to affirmatively prove that the information sought is not otherwise protected by these Rules or by law.

It should be presumed that any computer from a law firm almost certainly has privileged and confidential data upon it. Thus, any request for any law firm computer equipment, without adequate safeguards to protect client confidences, is facially legally suspect, at best, and at worst, itself is a potential violation of these ethical rules by attempting to induce another to violate client confidences.

Respondent DENIES that he “failed to respond”. Respondent did “respond”, by making legal and proper objections of which, under the ethical rules, he had a non-discretionary duty to make.

Respondent DENIES that the information is not otherwise protected by the Rules or by law.

Under the plain language of Rule 1.6, a lawyer cannot reveal a client’s confidences, except with client consent, or a court order, neither of which exists in this matter. This is consistent with the common law, as well as federal and state statutory law, and numerous ethics opinions which have been filed of record which confirm this view. Again, both client consent and a court order are lacking in this case, and there is no allegation to the contrary. Thus, the subpoena is not a lawful demand for information. To the contrary, the demand itself is unlawful, and Respondent has the highest ethical

duty to resist same, and keep his client confidences, unless and until actually ordered to do so by a court, or unless the clients consent. In fact, the demand itself violations Rule 8.4a, which prohibits “knowingly assist[ing] or induce[ing] another to do so, or do so through the acts of another. The undersigned was specifically told by the prosecuting authority that it was the position of the prosecuting authority that production of the protected documents “would not waive” the attorney client privilege, and that if the computer(s) were not simply produced, she was under directed to simply file these charges.

As such, the allegation is DENIED.

To the extent that Respondent has inadvertently failed to respond to any allegation, same is DENIED.

WHEREFORE, Respondent respectfully requests that this matter be dismissed, no discipline imposed on Respondent, and that the Administrator go without day.

Dated: 9-22-2023

Respectfully Submitted,

s/Thomas G. Maag

Thomas G. Maag
22 West Lorena Avenue
Wood River, IL 62095
tmaag@maaglaw.com
Phone: 618-216-5291

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was e-filed, which will e-mailed, the foregoing document, with attachments, to the following,

rmiller@iadc.org
ARDCeService@iadc.org

Dated: 9-22-2023

s/Thomas G. Maag